Under the Sales Act, sec. 19, rule 5, when the seller is to pay the freight to the buyer or to a particular place, title does not pass until the goods reach their destination, unless a different intention appears. See Woodward, *Cases on Sales* (1913) 758. In the instant case, the court held that procurement by the seller of insurance for the benefit of the buyer, as is the case in a normal "c. i. f." contract, was enough to show a different intention. There are almost no American cases on the point, because "c. i. f." clauses have not until recently been used in our sales contracts. The English authorities are overwhelmingly in favor of the proposition that under a "c. i. f." shipment, title passes to the buyer immediately on delivery to the carrier. *Karberg v. Blythe* [1916, C. A.] 1 K. B. 495; *Biddell v. E. Clemens Horst Co.* [1911] 1 K. B. 214. The few American courts that have decided this point also hold that title and risk pass to the buyer immediately on the delivery to the carrier. *Mee v. McNider* (1888) 109 N. Y. 500, 17 N. E. 424; see *Thames & Mersey Insurance Co. v. U. S.* (1915) 237 U. S. 19, 26, 35 Sup. Ct. 496, 498. A recent English case held that under a "c. i. f." contract even after the safe arrival of the goods, the buyer was not bound to accept them because the seller had not insured them. *Orient Co. v. Brekke* [1913] 1 K. B. 531, Ann. Cas. 1914 C, 214, note. The policy of insurance is considered an essential item in these cases. *Yuill & Co. v. Robson* [1907, Com. Ct.] 1 K. B. 685; *Landauer v. Craven* [1912] 2 K. B. 94. The reasoning of the court in the instant case, that if the buyer had no property in the goods during shipment, he surely would not have been concerned with any stipulations regarding insurance, is very forceful; and it will be of interest to note its effect on the future American cases involving such contracts.

SALES—CONDITIONAL VENDOR—RIGHTS IN AUTOMOBILE FORFEITED BECAUSE OF TRANSPORTATION OF INTOXICATING LIQUOR.—The plaintiff had put an automobile into the possession of one Haygood under a conditional sales contract. The automobile was seized by the state under a statute similar to the Volstead Act, while in the possession of Haygood, because it was used in the illegal transportation of prohibited liquors. The plaintiff showed that the purchase money had not been paid and demanded the return of the car. *Held,* that the plaintiff should recover. *Flint Motor Car Co. v. State* (1920, Ala.) 85 So. 741.

In order to recover in the jurisdictions which are in accord with the instant case, it is agreed that the conditional vendor must be innocent of knowledge of the use to which the vehicle has been put. He has the burden of proving such innocence, but he is not an insurer against the illegal use. *State v. Davis* (1919, Utah) 184 Pac. 161; *Mays v. Curry* (1920, Ga.) 103 S. E. 458. There is serious conflict with the instant case in other jurisdictions which have similar statutes. It is there maintained that the innocence of the conditional vendor is immaterial. His rights are subordinate to the right of the state to seize the machine. *Pennington v. Commonwealth* (1920, Va.) 102 S. E. 758. If the person found with the car obtained possession of it lawfully, it is subject to forfeiture, even though his continued possession is wrongful and he has thereby become a thief. *Bucholz v. Commonwealth* (1920, Va.) 102 S. E. 760. It is generally conceded that if the car has been taken from the owner's possession, without his knowledge or consent, he may recover it. *Smith v. Spencer-Dowler Co.* (1919, Ga.) 100 S. E. 651; see *Bucholz v. Commonwealth, supra,* at p. 761. The question has not yet been decided by the Supreme Court of the United States, but by the analogy to the smuggling cases, authority can be found which would justify the holding that the "due process" clause is not being violated by such seizures. *United States v. One Saxon Automobile* (1919, C. C. A. 4th) 257 Fed. 251. It is submitted that the instant case followed the more expedient rule. It is impossible for a conditional vendor to determine the use to which

an automobile is to be put, once it has left his hands. Consequently, the other rule would seriously interfere with the conditional sale of automobiles. Sales of this kind have become so widespread that such interference would work undue hardship upon the public in general, and particularly upon automobile dealers and banks who make loans upon such security. Furthermore, by placing the burden of proving innocence upon the plaintiff, any advantage which might be given to illicit dealers is offset and there is no serious hindrance to the enforcement of the prohibition statutes.

TORTS—ASSAULT—SURGICAL OPERATION ON MINOR WITHOUT CONSENT OF PARENT.—The plaintiff sued the defendant under a "Wrongful Death Act" for the death of his eleven-year-old daughter caused by an operation performed without his consent. The daughter, in the temporary custody of her adult sister, was brought to the defendant, who performed an operation, for the removal of diseased tonsils and adenoids, which resulted in her death while under the influence of the anaesthetic. *Held,* that the plaintiff should recover, because there was no evidence showing the immediate need of the operation, and because the operation amounted to an assault for which the child could have recovered had she survived. *Moss et al. v. Rishworth* (1920, Tex. Com. App.) 222 S. W. 225.

There is a scarcity of authority on the particular point in question, but the general proposition is that a surgeon is under a duty not to operate on a patient without his consent, express or implied. *Mohr v. Williams* (1905) 95 Minn. 261, 104 N. W. 12, 1 L. R. A. (N. S.) 439, note; *Pratt v. Davis* (1906) 224 Ill. 300, 79 N. E. 562, 8 Ann. Cas. 197, note. Generally an operation on an infant requires the consent of the parent as well as that of the infant. 21 R. C. L. 393. There is a case, however, where the court held that consent of the parent was not necessary, but that the infant's consent alone was sufficient. *Bakker v. Welsh* (1906) 144 Mich. 632, 108 N. W. 94, 8 Ann. Cas. 195, note. The court, in this case, based its decision chiefly on the fact that the parent could easily have been presumed to have knowledge of the operation, as the child went home for a few days between the consultation with the surgeon and the day of the operation. The fact that the infant was seventeen years of age and therefore mentally competent to decide, was also mentioned as a ground for its decision. There is an analogous case where it was held that a husband's consent was not necessary in a suit under a "Wrongful Death Act" for performing an operation on his wife, who was mentally competent to decide, without his consent. *State v. Housekeeper* (1889) 70 Md. 162, 16 Atl. 382. But see also *Pratt v. Davis, supra.* It does not follow that an infant's consent is sufficient even where such infant is mentally competent to decide, as the distinction between the relationships is obvious. There is, however, one class of cases where it has been held that a surgeon may perform an operation on an infant without the parent's consent, namely where an immediate operation is necessary to save the infant's life. *Luka v. Lowrie* (1912) 171 Mich. 122, 136 N. W. 1106. In cases of this kind the courts, chiefly on the grounds of public policy, "imply" the parent's consent. The fact that the operation was a minor one and that the father was easily accessible, confirms the correctness of the instant case. The surgeon could easily have waited till the parent's consent was obtained without endangering the infant's life in the least.

TORTS—CONTRIBUTORY NEGLIGENCE—ANIMALS ON RAILROADS AND HIGHWAYS.—The plaintiff's mule was struck by one of the defendant's engines in a jurisdiction where neither railroads nor cattle owners are under a duty to fence their lands. The engine, equipped with an electric headlight, was on a straight track, and the mules could have been seen by the engine crew if they had kept a